

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
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**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR  
OPERATION OF MOTOR VEHICLE CARRIER**

Date: September 8, 2014

**CLASS C – TRANSPORTATION NETWORK COMPANY**

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann. §§ 58-23-10, et seq. (1976), and amendments thereto.

**INTRODUCTION**

**1. Operational Overview**

Rasier, LLC (“Rasier”), a wholly owned subsidiary of Uber Technologies, Inc. (“Uber”) and a foreign limited liability company authorized to transact business in South Carolina, seeks to be licensed in South Carolina as a Class C “Transportation Network Company” (“TNC”). As a TNC, proposes to contract with individuals (“TNC Partners”) who will use their personal, non-commercially licensed vehicles to provide passenger transportation services in South Carolina for a fee. Specifically, TNC Partners will not solicit or accept street hails; rather, they will connect with prospective passengers via Uber’s digital platforms (“TNC Platform”) which are licensed to Rasier. Passengers will access a TNC Platform through their smartphone, tablet, or other mobile device to request transportation services and connect with available TNC Partners. At the time the passenger submits a request for transportation services, the TNC Platform will disclose the applicable transportation rates being charged, and the option for an estimated fare to the passenger before booking the ride. Once the passenger elects to book the transportation services, the passenger receives a photograph of the TNC Partner, the vehicle type, the TNC Partner vehicle’s current location, and an estimated time of arrival. The TNC Partner then will transport the passenger to the requested destination. Upon completion of the trip, an electronic receipt will be transmitted to the passenger’s email address or app documenting the details of the trip.

**2. Promptness of Service**

The TNC Platforms automatically contact the vehicle closest to the rider’s location and ensure that a TNC Partner’s vehicle can be at the pickup location very quickly. Rasier also utilizes advanced analytical models to ensure that TNC Partners are available during high traffic times and in high traffic areas, thereby increasing the number of TNC Partners available for public use. As a result, the wait time for vehicles requested through a TNC platform is typically five minutes. This fast response time also assists South Carolina residents who rely on for-hire transportation in emergency situations with obtaining the help they need in a timely manner. This availability, accessibility, and affordability of Rasier’s services also helps to reduce drunk driving and alcohol related crashes.

### **3. Safety**

Given the nature of its services and the requirements of its TNC Partners, and by employing state of the art technology, Rasier will provide a high level of safety, access, and responsiveness. A passenger who uses a TNC Platform on his or her smartphone is able to track the progress of the driver as he or she approaches the pickup spot, view a photograph of the driver before he or she arrives, and ascertain the license plate number of the vehicle before it arrives, ensuring that the passenger gets into the correct TNC Partner vehicle. Once the passenger has been picked up, the progress of the TNC Partner vehicle can then be tracked via GPS so that the location of the passenger is always known.

Because passengers can only pay for Rasier's service via a credit card account that has been pre-arranged and linked to their Uber accounts, passengers and drivers have no need to carry cash or a credit card with them during trips. This cashless experience substantially reduces the likelihood of crimes like robbery and assault. Moreover, the TNC Platforms include a driver rating system whereby after every trip passengers can rate the driver on a variety of categories, including safety. A driver whose service is deemed unsatisfactory as a result of these responses, after investigation, is no longer permitted to access the TNC platforms. Finally, Rasier's technology ensures that passengers and Rasier Partners are not able to access each other's contact information, which substantially minimizes the risk of a passenger or driver attempting to communicate with each other in an inappropriate manner after the trip ends.

### **4. Background Checks**

Rasier conducts a rigorous background check of prospective TNC Partner before allowing any potential TNC Partner access to a TNC platform. As part of this process, each prospective TNC partner is screened for crimes committed at the county, state, and federal level. Rasier also reviews each prospective TNC Partner's driving record and disqualifies any individual who has committed three moving violations within the last three years or one serious driving offense, such as driving under the influence, within the last three years. Rasier's background check and screening process are more stringent than the contract passenger carrier background checks and screening processes required by most jurisdictions across the country, including South Carolina. In addition, Rasier has a zero tolerance policy with regard to any use of drugs or alcohol by a TNC Partner. Should a passenger complain of the use of such substances by a TNC Partner, Rasier immediately suspends the driver pending a thorough investigation of the allegations.

### **5. Insurance**

TNC Partners carry commercial insurance coverage that ensures passengers are protected in the event of an accident. As further explained in Exhibit B to the Application, from the time a TNC Partner logs onto the app, he or she has up to \$100,000 of coverage for bodily injury to a passenger. This coverage increases to \$1,000,000 once a TNC Partner accepts a trip request. This level of insurance coverage far exceeds the minimum coverage requirements for contract passenger carriers in South Carolina.

### **6. Conclusion**

Rasier respectfully requests that the Commission afford this matter expedited treatment and consider the instant Application at the next scheduled Commission meeting. Rasier further requests that the Commission consider this matter without a hearing, approve the Application and the waivers requested herein, and authorize ORS to issue Rasier a Class C – Transportation Network Carrier certificate.

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Rasier, LLC

1455 Market Street, 4<sup>th</sup> Floor

San Francisco, California

94103

Street Address of Applicant

Same

Mailing Address of Applicant (if different from street address)

415-952-7096

415-358-4125

Phone

Fax

legal@uber.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

See attached Exhibit A

3. Select Entity Type: (Check one)

☐ Individual Owner/Sole Proprietorship

☐ Partnership - List names and addresses of all person having an interest in the business.

☒ Corporation - List names and addresses of two principal officers.

Rasier, LLC is a Limited Liability Company. Travis Kalanick is the Manager.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Rasier has the financial capacity to support its expansion into South Carolina and is committed to making the necessary investment to make its South Carolina operations a going concern. Rasier considers its Balance Sheet to be confidential, proprietary, and competitively sensitive and provides the below projected Profit and Loss statement for its South Carolina operations for the period September 2014 through August 2015. To the extent the Commission's regulations require further information in this regard, Rasier respectfully requests that such requirements be waived.

Operating Revenue	108,836
Legal	21,274
General Office Expense	74,540
Advertising Expense (and Marketing)	36,894
Materials and Supplies Expense	4,059
Total Operating Expense	136,767
Net Gain (Loss)	(27,931)

#### BALANCE SHEET

Balance at Time Application is Filed:  
Month September Year 2014

##### Assets:

Cash	\$1
Receivables	\$0
Real Estate	\$0
Buildings and Equipment (Net)	\$0
Motor Vehicles (Net)	\$0
Garage Equipment (Net)	\$0
Machinery and Tools (Net)	\$0
Supplies on Hand	\$0
Prepays and Other Assets	\$0
<b>Total Assets*</b>	<b>\$1</b>
<b><u>Liabilities and Equity:</u></b>	
Accounts Payable	\$0
Notes Payable	\$0
Mortgages Payable	\$0
Equipment Obligations	\$0
Accrued Salaries and Wages	\$0
Other Accrued Obligations	\$0
Other Liabilities	\$1
<b>Total Liabilities</b>	<b>\$1</b>
Capital Stock	\$1
Retained Earnings	\$0
<b>Total Equity</b>	<b>\$1</b>
<b>Total Liabilities and Equity*</b>	<b>\$1</b>

## PROPOSED RATES AND CHARGES FOR SERVICE

### Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Rates will be calculated on the basis of the distance and time between the points of origination and the destination and include a minimum base fare. Currently, Rasier's rates are as follows: \$1.95 for the minimum base fare; \$0.20 per minute + \$1.75 per mile; \$4 minimum fare; \$1 safe rides fee; \$5 cancellation fee.

Flat fees will be charged for trips to specific destinations, such as the airport.

Rates may increase or decrease in real time for the purpose of balancing supply and demand, such as for promotional offerings, special events, or holidays. The maximum possible increase that would be applied under these circumstances would be fifteen (15) times the standard rates.

In all situations, the prospective customer will be advised of the applicable rates being charged and will have the option of receiving an estimated fare before booking the ride. Upon completion of a trip, Rasier will transmit an electronic receipt to the passenger documenting the details of the trip.

Cancellation fees and cleaning fees will be applied as necessary, with advance notice to the customer.

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.  
You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- |                                     |                                       |                                     |                                     |   |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville  | <input type="checkbox"/> Cherokee     | <input type="checkbox"/> Florence   | <input type="checkbox"/> Lee        | <input type="checkbox"/> Saluda               |
| <input type="checkbox"/> Aiken      | <input type="checkbox"/> Chester      | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington  | <input type="checkbox"/> Spartanburg          |
| <input type="checkbox"/> Allendale  | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion     | <input type="checkbox"/> Sumter               |
| <input type="checkbox"/> Anderson   | <input type="checkbox"/> Clarendon    | <input type="checkbox"/> Greenwood  | <input type="checkbox"/> Marlboro   | <input type="checkbox"/> Union                |
| <input type="checkbox"/> Bamberg    | <input type="checkbox"/> Colleton     | <input type="checkbox"/> Hampton    | <input type="checkbox"/> McCormick  | <input type="checkbox"/> Williamsburg         |
| <input type="checkbox"/> Barnwell   | <input type="checkbox"/> Darlington   | <input type="checkbox"/> Horry      | <input type="checkbox"/> Newberry   | <input type="checkbox"/> York                 |
| <input type="checkbox"/> Beaufort   | <input type="checkbox"/> Dillon       | <input type="checkbox"/> Jasper     | <input type="checkbox"/> Oconee     |   |
| <input type="checkbox"/> Berkeley   | <input type="checkbox"/> Dorchester   | <input type="checkbox"/> Kershaw    | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun    | <input type="checkbox"/> Edgefield    | <input type="checkbox"/> Lancaster  | <input type="checkbox"/> Pickens    |   |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield    | <input type="checkbox"/> Laurens    | <input type="checkbox"/> Richland   |   |

## DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

Maximum Number of Passengers Vehicle is Equipped to Carry: (The number of passengers a vehicle is equipped to carry is based on the number of **seatbelts** in the vehicle, including the driver's seatbelt.)

- ☒ 1-7 Passengers, including driver
- ☐ 8-15 Passengers, including driver

, Rasier proposes to operate as a transportation network company ("TNC") that contracts with individuals who provide transportation services in South Carolina ("TNC Partner") requested through a TNC digital platform ("TNC Platform"). The TNC Platform connects passengers to TNC Partners who will use their personal, non-commercially licensed vehicles for the purpose of providing transportation services. However, Rasier will ensure that TNC Partners only use vehicles with a maximum seating capacity of seven persons, including the driver. Additionally, Rasier will require TNC Partners to use 4 door passenger vehicles, no more than ten (10) model years old, that seat at least four (4) adults.

Rasier does not propose to provide Class C Taxi or Charter Carrier services. Consistent with 10 S.C. Code Ann. Reg. 103-133(7), however, Rasier will require vehicles operated by TNC Partners to undergo and pass a comprehensive safety inspection before the vehicle provides transportation network services and thereafter on an annual basis. Attached as Exhibit C is Rasier's Annual Vehicle Inspection report that identifies the items to be inspected on each vehicle. Due to the competitive nature of its proposed operations, Rasier asserts that any documents reflecting vehicle-specific information of its TNC Partners are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order permitting Rasier to comply with the production, reporting, and registration requirements of 10 S.C. Code Ann. Regs. 103-133(7) and 103-151 by maintaining the vehicle inspection reports and making those records available for ORS review at Rasier's local office or as ORS and Rasier may otherwise agree. Rasier further requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partner vehicles. If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

Rasier anticipates that it will have over 20 vehicles used by TNC Partners to provide transportation services in South Carolina and agrees to provide ORS with a notarized affirmation from an authorized Rasier representative every six (6) months attesting that at least this number of vehicles are in operation. Accordingly, Rasier submits that it will be exempt from any requirements to pay license decal fees pursuant to S.C. Code Ann. § 58-23-560.

MAKE  
WEIGHT

YEAR & MODEL

VIN#

EMPTY

## INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

### **PLEASE SEE THE DOCUMENTS ATTACHED AS EXHIBIT B.**

The following insurance quote is for:

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Address of Applicant

#### **Amount of Premium:**

Liability Insurance \$ \_\_\_\_\_

The above quoted premium is for a term of \_\_\_\_\_

#### **Limits Quoted: (See Below)**

Limits \_\_\_\_\_

months.

#### **Minimum Limits - Intrastate Only:**

**1-7 Passengers\***      **\$ 25,000/50,000/25,000**

**8-15 Passengers\***      **\$ 25,000/100,000/25,000**

\* Passengers = Number of seatbelts in the vehicle,  
including the driver's seatbelt

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Insurance Company Representative's Signature

#### **NOTICE:**

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).

**Exhibit Fit, Willing, and Able (FWA)**

Rasier, LLC

\_\_\_\_\_  
Name of Applicant

1. Are there currently any outstanding judgments against the Applicant?

☐ Yes ☒ No

If Yes, indicate nature of judgment(s) against applicant.

2. Is Applicant familiar with all statutes and regulations, including safety regulations and governing for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

Rasier has been provided with the statutes and regulations set forth by the South Carolina PSC for Class C Motor Vehicle Carriers and will comply with these statutes and regulations.

3. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes ☐ No



## **Exhibit on Driver Qualifications**

1. Applicant understands that all drivers must be a minimum of 18 years of age.

☒ Yes                      ☐ No

Rasier will require its TNC Partners to be at least 21 years of age.

2. Applicant understands that a certified copy of the driver's three (3) year driving record issued by the SC DMV and such record from the DMV of the state in which the driver is or has been domiciled for such period must be maintained in the Applicant's business office.

☒ Yes                      ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review a driving history research report (motor vehicle records search) from the state of South Carolina, including records maintained by the South Carolina Department of Motor Vehicles, or the state of licensure for such individual. Reported information will include any disciplinary actions, issue date, expiration date, status, and restrictions. Rasier will disqualify any applicant whose driving record check reveals that, within the three-year period prior to such check, they have been convicted of or pleaded guilty to more than three moving violations.

Rasier will maintain up to date copies of the following documents and information for all TNC Partners who operate in South Carolina:

1. The driving history research report;
2. Proof that each TNC Partner maintains a personal automobile liability insurance policy that meets the minimum state requirements\*;
3. Each TNC Partner's driver's license;
4. Each TNC Partner's social security number;
5. Each TNC Partner's vehicle's registration card; and
6. Proof of inspections.

Due to the competitive nature of its proposed operations, Rasier asserts that any documents reflecting the identity of its drivers are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order permitting Rasier to comply with the production, reporting, and registration requirements of 10 S.C. Code Ann. Regs. 103-133(7) and 103-151 by maintaining those records and making those records available for ORS review at Rasier's local offices or as ORS and Rasier may otherwise agree. Rasier further requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partners. If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

\*As further explained in Exhibit B, the insurance policy issued by James River will provide primary coverage from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle.

3. Applicant understands that a criminal history background check from the state where the driver currently lives must be maintained in the Applicant's business office.

☒ Yes ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review a criminal history research report for such person using the Multi-State/Juris Criminal Records Locator or other similar commercial nationwide database with validation (primary source search). This search includes Information from various jurisdictions including county court records, state repositories, Department of Corrections, Department of Public Safety, Traffic Court and proprietary offender data. In addition, Rasier will disqualify any applicant whose criminal history record check reveals that they have been convicted of or pleaded guilty to any offense that would prevent their operation as a Class C Motor Carrier pursuant to South Carolina law or the Commission's regulations.

In addition, Rasier will implement a zero tolerance policy on the use of drugs or alcohol applicable to any TNC Partner. Rasier or an affiliated entity will provide notice of the zero tolerance policy on its website as well as the procedures to report a complaint about a driver with whom the passenger was matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride. Upon receipt of a passenger complaint that a TNC Partner was under the influence of drugs or alcohol during the course of a ride, Rasier will immediately deactivate the TNC Partner's access to its TNC Platform pending an investigation of the allegations. The TNC Partner's deactivation of access to the TNC Platform will last for the duration of the investigation.

4. Applicant understands that all drivers operating a vehicle under a Class C Certificate must have in their possession when operating a vehicle, a valid driver's license issued by the SC DMV or the current state of residence of the driver.

☒ Yes ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will determine that each TNC Partner possesses a valid driver's license, social security number, and proof of vehicle registration; maintains current personal automobile liability insurance that meets minimum standards set forth in the jurisdiction where the vehicle is registered; and is at least twenty-one (21) years of age. In addition, the software application used by Rasier to connect TNC Partners and passengers will permit passengers to view on their smart phone, tablet, or other mobile device before the passenger enters the TNC Partner's vehicle a photograph of the TNC Partner and the TNC Partner Vehicle's license plate number.

5. Applicant understands that all Class C Certificate holders are prohibited from employing or leasing vehicles to drivers who are registered, or required to be registered, as sex offenders with the South Carolina State Law Enforcement Division or any national registry of sex offenders.

☒ Yes ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review South Carolina's Sex Offender Registry and the U.S. Department of Justice's National Sex Offenders Public Website. Rasier will disqualify a driver during any period in which he or she is a person for whom registration with the Sex Offender Registry is required pursuant to South Carolina law or on the U.S. Department of Justice's National Sex Offenders Public Website.

## **REGULATORY COMPLIANCE/WAIVERS**

Based upon the nature of services to be provided by Rasier and its TNC Partners, Rasier respectfully requests that the Commission issue an order authorizing Rasier to comply with or waiving compliance with certain of the Commission's regulations as follows:

1. 10 S.C. Code Ann. Reg. 103-133(7)(B)(8) – Receipt.

The TNC Platform provides each passenger with an electronic receipt at the conclusion of each trip. Rasier therefore requests that the Commission find that the provision of an electronic receipt through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(8).

2. 10 S.C. Code Ann. Reg. 103-133(7)(B)(10) – Identification Badges.

The TNC Platform provides each passenger with information regarding the TNC Partner and TNC Partner Vehicle. Rasier, therefore requests that the Commission find that furnishing information regarding a TNC Partner and TNC Partner vehicle through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(10).

3. 10 S.C. Code Ann. Reg. 103-133(7)(B)(12) – Manifests.

The TNC Platform maintains a record of the time at which the TNC Partner logs into the TNC Platform and begins providing services, the time and place of commencement, the number of passengers transported, the name and place of delivery of the passengers, and the amount of the fare charged. Rasier therefore requests that the Commission find that the maintenance of these records through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(12).

4. 10 S.C. Code Ann. Reg. 103-133(7) – Provision of Information to ORS;  
10 S.C. Code Ann. Reg. 103-150(1)(a)(1) – Registering Motor Vehicles with ORS;  
10 S.C. Code Ann. Reg. 103-151 – Registration of Motor Vehicles;

As set forth in the Application, Rasier asserts that, due to the competitive nature of its proposed operations, any documents reflecting vehicle-specific information of its TNC Partners are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partners or TNC Partner vehicles. Instead, Rasier requests that the Commission allow Rasier to maintain driving records, vehicle inspection reports, and other similar competitively sensitive information and make those records available for ORS review at its offices.

5. Inspection of Vehicles.

Rasier will require vehicles operated by TNC Partners to undergo and pass a comprehensive safety inspection before the vehicle provides transportation network services and thereafter on an annual basis. Pursuant to Commission Regulations, ORS routinely performs, but is not required to conduct, an initial inspection of vehicles used to provide Class C motor carrier services. Because Rasier will require an inspection of its vehicles before they enter service, Rasier respectfully requests that the Commission waive any regulation requiring Rasier or a TNC Partner to submit to an initial ORS inspection of TNC Partner vehicles. Rather, Rasier will maintain the vehicle inspection records and make the same available to ORS following the procedures set forth in paragraph 4 above.

6. 10 S.C. Code Ann. Reg. 103-153 – Marking or Identification of Vehicles;  
10 S.C. Code Ann. Reg. 103-154 – License Decals and Vehicle Permit Cards.

Because TNC Partners operate privately owned vehicles, Rasier requests that the Commission waive the application of 10 S.C. Code Ann. Reg. 103-153 requiring motor carriers to display the name, place of principal office, and Commission identification number on the vehicle. Requiring Rasier and TNC Partners to comply with this regulation would unreasonably encumber TNC Partners and would create significant difficulty, thereby reducing the number of individuals willing to provide service as TNC Partners. Pursuant to its Trade Dress requirements and in order to clearly identify a vehicle as a TNC Partner Vehicle, Rasier will require TNC Partners to display a sign, emblem, or marking inside the windshield area or other conspicuous location that identifies a vehicle as providing TNC services under the brand name “Uber” when the TNC Partner is providing TNC services. Rasier will submit the proposed Trade Dress to ORS for approval and will require this Trade Dress to be consistently and uniformly displayed on all of the TNC Partner vehicles.

Rasier also anticipates that it will have over 20 vehicles used by TNC Partners to provide transportation services in South Carolina and agrees to provide ORS with a notarized affirmation from an authorized Rasier representative every six (6) months attesting that at least this number of vehicles are in operation. Accordingly, Rasier submits that it will be exempt from any requirements to pay license decal fees pursuant to S.C. Code Ann. § 58-23-560. To the extent that 10 S.C. Code Ann. Reg. 103-154 requires otherwise, Rasier respectfully requests a waiver of the same.

7. 10 S.C. Code Ann. Reg. 103-171 – Filing Evidence of Insurance.

Given the specialized nature of the insurance policy issued by James River as an Eligible Surplus Lines Carrier and coverage under a TNC Partner’s personal insurance policy in certain circumstances as described above, requiring Rasier to provide evidence of insurance by filing a Form E is not possible and would create an unworkable hardship on Rasier. Therefore, Rasier respectfully requests that the Commission waive the requirements of 10 S.C. Code Ann. Reg. 103-171 and permit Rasier to submit evidence of insurance by filing a modified Form E in a form similar to that included in Exhibit B-3. Rasier submits that this modified Form E has been accepted as evidence of insurance in the Commonwealth of Pennsylvania.

## **OTHER ITEMS**

Rasier will recruit TNC Partners via the Uber website, physical or virtual marketing, in-person events, and referrals from other TNC Partners.

Rasier will advise TNC Partners to consult with appropriate professionals and authorities regarding the possible financial and contractual consequences of operating as a TNC Partner, including consequences for personal income tax and tangible personal property tax liabilities, personal insurance coverage of the TNC Partner vehicle, and financing agreements with TNC Partner vehicle lienholders.

Rasier will require TNC Partners to accept only rides booked through a TNC Platform and not to solicit or accept street-hails.

Rasier will require each TNC Partner to carry at all times in the TNC Partner vehicle proof of both the TNC Partner's personal insurance and the insurance policy issued by James River Insurance Company, as described in Exhibit B.

TNC Partners will be required to immediately inform Rasier of:

1. Any change in the TNC Partner's driver's license status, motor vehicle registration, or motor vehicle insurance; and
2. Any arrest or charge for a crime or driving offense that would disqualify an individual from operating as a TNC Partner.

Rasier will require TNC Partners to access and operate smartphones, tablets, and other mobile devices in a manner consistent with South Carolina law and highway safety.

While engaged in providing transportation services, each TNC Partner vehicle will be required to display a marking, in a form approved by ORS and visible from outside the vehicle, identifying it as a vehicle operated under a TNC Platform.

If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

PUBLIC SERVICE COMMISSION OF SOUTH  
CAROLINA POST OFFICE  
DRAWER 11649  
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq. (1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit [www.psc.sc.gov](http://www.psc.sc.gov) to create a My DMS account.

☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

*Asl Martin*  
Applicant's Signature

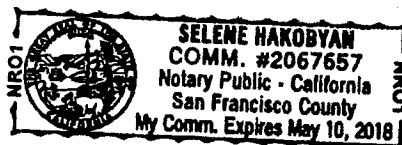
*Manager*  
Title of Applicant (e.g. President, Owner, etc.)

STATE OF California )  
COUNTY OF San Francisco )

SWORN TO BEFORE ME  
This 8 day of September, 20 14

*Nader*  
Notary Public

Commission Expires May 10, 2018



**Personal Identification Information**

Name of Applicant:

Rasier, LLC

---

Address:

1455 Market Street, 4<sup>th</sup> Floor

---

San Francisco, California 94103

---

Federal Employer  
Identification Number:

[REDACTED]

---

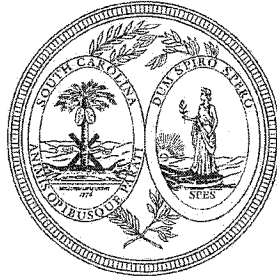
\*\*\*\*\* Confidential \*\*\*\*\*

**For Internal Use Only**

# **EXHIBIT A**



# *The State of South Carolina*



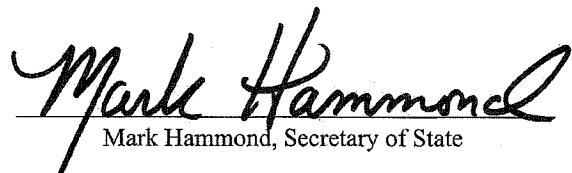
*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

RASIER, LLC, A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on August 29th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
29th day of August, 2014.

  
Mark Hammond, Secretary of State

# **EXHIBIT B**

## **EXHIBIT B**

### **INSURANCE COVERAGE**

Rasier will maintain on each TNC Partner's behalf, or verify that each TNC Partner maintains, a liability insurance policy or policies that:

1. Provides primary coverage of at least \$1,000,000 per accident for accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle;
2. Provides uninsured/underinsured motorist coverage of at least \$100,000 per person and at least \$300,000 per accident for bodily injury resulting from accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle; and
3. During the time that a TNC Partner is logged into a TNC Platform, but the TNC Partner is not providing services, provides contingent liability coverage of at least \$50,000 per person and at least \$100,000 per accident, and at least \$25,000 for property damage per accident, in the event that a TNC Partner's personal insurance policy denies coverage under the terms of the TNC Partner's personal insurance.
4. Includes a clause that binds the insurance company to the provisions of the above paragraphs until such time as the insurer provides ORS with notice of cancellation or modification of the policy, which notice will be provided not later than 30 days prior to the effective date of cancellation or modification.

These limits of coverage well exceed the minimum limits of liability required by 10 S.C. Code Ann. Regs. 103-172.

In compliance with 10 S.C. Code Ann. Regs. 103-133(4), Rasier submits the Certificates of Liability attached as Exhibit B-1 as evidence that insurance policies providing the above-described level of coverage have been issued by James River Insurance Company ("James River"), an Eligible Surplus Lines Insurer under the regulations of the South Carolina Department of Insurance. The Certificates of Liability also require James River to provide thirty- (30-) days notice in the event the policy is cancelled or non-renewed.

As reflected in the attached documents available on SCDOI's website (available by visiting <https://online.doi.sc.gov/Eng/Public/Static/DBSearch.aspx> and searching for "James River Insurance Company" under "Search for Companies"), James River is an Eligible Surplus Lines Insurer in South Carolina.

# **EXHIBIT B-1**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>
577522-AOS-AL-13-14	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> James River Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Rasler LLC 1455 Market Street, 4th Floor San Francisco, CA 94103	<b>NAIC #</b> 12203

**COVERAGES****CERTIFICATE NUMBER:**

NYC-006920931-04

**REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA43600143 (AOS)	12/21/2013	12/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Pursuant to policy terms and conditions:

- a. "Named Operators" are drivers that have entered into a contract with a named insured (including Rasler LLC) prior to the time of an accident.
- b. Covered autos are private passenger vehicles being used following the Named Operator's logged and recorded acceptance in the Uber application to provide transportation services while the named operator is i) en route to the pick up location of the requested transportation services, or travelling to the final destination of the requested transportation services, including but not limited to, dropping-off of passengers.

**CERTIFICATE HOLDER**Public Service Commission of  
South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, SC 29210**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION AND NON RENEWAL NOTICE TO THIRD PARTY**

The following is added to the CANCELLATION AND NON-RENEWAL condition of this policy:

If we cancel or non-renew this policy, we will send written notice of cancellation or non-renewal to the person or organization shown in the Schedule below at the address shown below.

If the policy is being cancelled for non-payment of premium, the notice will be mailed at least 30 days before the effective date of the cancellation. If the policy is being cancelled for any other reason or non-renewed, the notice will be mailed at least 30 days before the effective date of the cancellation or non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SCHEDULE**

Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number 39


POLICY NUMBER  CA43600143	POLICY CHANGES EFFECTIVE  8/28/2014 12:01 AM Standard Time at the address of the Named Insured	COMPANY  James River Insurance Company
NAMED INSURED Rasier LLC, Rasier-CA LLC, Rasier-DC LLC		AUTHORIZED REPRESENTATIVE Richard J. Schmitzer
COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

### CHANGES

The following endorsement is added:

30 Day Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 -  
Public Service Commission of South Carolina

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARSH USA, INC.  
99 HIGH STREET  
BOSTON, MA 02110  
Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377

CONTACT  
NAME:  
PHONE (A/C, No, Ext): FAX (A/C, No):  
E-MAIL:  
ADDRESS:

577522-AL-14-15

INSURED  
Rasier LLC  
1455 Market Street, 4th Floor  
San Francisco, CA 94103

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: James River Insurance Company	12203
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:**

NYC-006920940-01

**REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<b>AUTOMOBILE LIABILITY</b>		CA43600179	03/14/2014	03/14/2015	
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$ 50,000
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$ 100,000
	X Pre-Trip Accept					PROPERTY DAMAGE (Per accident) \$ 25,000
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A			OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pursuant to policy terms and conditions:

a. "Named Operators" are drivers that have entered into a contract with a named insured (including Rasier LLC) prior to the time of an accident.

b. Covered autos are and auto while the auto is being used when the Named Operator: i) has logged into the Uber application ii) is available to receive requests for transportation services from passenger(s) through the Uber application; and iii) has not accepted a request for transportation services from passenger(s) through the Uber application, and is not en route to the pick up such passenger(s), and is not transporting such passenger(s) to their destination.

**CERTIFICATE HOLDER**

Public Service Commission of  
South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, SC 29210

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number 9

POLICY NUMBER  CA43600179	POLICY CHANGES EFFECTIVE  8/28/2014 12:01 AM Standard Time at the address of the Named Insured	COMPANY  James River Insurance Company
NAMED INSURED Rasier LLC, Rasier-CA LLC, Rasier-DC LLC		AUTHORIZED REPRESENTATIVE Richard J. Schmitzer
COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

### CHANGES

The following endorsement is added:

30 Day Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 -  
Public Service Commission of South Carolina

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative Signature

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION AND NON RENEWAL NOTICE TO THIRD PARTY**

The following is added to the CANCELLATION AND NON-RENEWAL condition of this policy:

If we cancel or non-renew this policy, we will send written notice of cancellation or non-renewal to the person or organization shown in the Schedule below at the address shown below.

If the policy is being cancelled for non-payment of premium, the notice will be mailed at least 30 days before the effective date of the cancellation. If the policy is being cancelled for any other reason or non-renewed, the notice will be mailed at least 30 days before the effective date of the cancellation or non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SCHEDULE**

Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

## **EXHIBIT B-2**

[Home](#) | [SCDOI Online Services](#) | [Search SCDOI Database](#) | [Contact Us](#)[SCDOI Online Services](#)**Company License Search Results**[SCDOI Connect Login](#)

Your Search: Keyword(s): Company Name= james river  
[Return to Search Criteria](#)

Results Found: 1

Results Shown: 1-1

Company Name ?	SC Company Code ?	Company Type ?	Status ?	NAIC Code ?	City, State ?
<a href="#">JAMES RIVER INSURANCE COMPANY</a>	100910	Eligible Surplus Lines Insurer	Active	12203	Columbus, OH

[Return to Search Criteria](#)[Contact Us](#) | [Online Services](#)

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[Home](#) | [SCDOI Online Services](#) | [Search SCDOI Database](#) | [Contact Us](#)[SCDOI Online Services](#)**Company Demographics & License Information**[SCDOI Connect Login](#)**Company & License Information**

? **Company Name:** JAMES RIVER INSURANCE COMPANY  
? **SC Company Code:** 100910  
? **Statutory Home Office** 52 East Gay Street  
**Address:** Columbus, OH43216-1008  
? **Mailing Address:** POST OFFICE BOX 27648  
Richmond, VA23261-7648

**Company Links**[View Licensed/View Closed  
Complaint Summary](#)[View Licensed/ Appointed Producers  
by City](#)[View Lapse Appointed Producers](#)**Contact Information**

? **Phone Number:** 804-289-2700  
? **Toll Free Number:**  
? **Fax Number:** 804-289-2703  
? **Web Address:**

**Other Information**

? **NAIC Code:** 12203  
? **FEIN Code:**  
? **NAIC Group Number:** 084  
? **Organization Type:** Corporation  
? **Year Organized:** 1987  
? **State of Domicile:** OH

**License Information**

? **Company Type:** Eligible Surplus Lines Insurer  
? **License Effective Date:** 12/22/1988  
? **License Status:** Active  
? **Number of Producers** 0 - General  
**Appointed by Category:** 2 - Local  
0 - Special  
0 - Travel Baggage  
? **Unlimited Authorities:** 22-Property, 23-Casualty, 25-Marine

[Contact Us](#) | [Online Services](#)

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[Home](#) | [SCDOI Online Services](#) | [Search SCDOI Database](#) | [Contact Us](#)

[SCDOI Online Services](#)

## **Company Closed Complaint Summary Information**

[SCDOI Connect Login](#)

? Company Name: JAMES RIVER INSURANCE COMPANY

? Company Code: 100910

? NAIC Code: 12203

**There is no complaint information available for the selected company during the past three years.**

[Contact Us](#) | [Online Services](#)

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## **EXHIBIT B-3**

FORM E

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY  
DAMAGE LIABILITY CERTIFICATE OF INSURANCE

2014 AUG 20 PM 1:31

(Execute in Triplicate)

Filed with **Pennsylvania Public Utility Commission** (hereinafter called Commission)  
(Name of Commission)

This is to certify, that the **James River Insurance Company**  
(Name of Company)

(hereinafter called Company) of **6641 West Broad Street, Suite 300, Richmond, VA 23230**  
(Home Office Address of Company)

has issued to **Rasier-PA, LLC**  
(Name of Motor Carrier)

of **182 Howard Street #8, San Francisco, CA 94105**  
(Address of Motor Carrier)

a policy or policies of insurance effective from **see below** 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until canceled as provided herein, which, by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or the Commission orders or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at **6641 West Broad Street, Suite 300, Richmond, VA 23230**  
(Street Address, City, State and Zip Code)

This 19<sup>th</sup> day of August, 2014.

*Christine L. Miller*  
Authorized Company Representative

Insurance Company File No(s):

Stage 1: **Policy Number CA43600245 effective 8/12/14 – Liability Limits \$50K/\$100K/\$25K**

Stages 2 & 3: **Policy Number CA43600143 effective 12/21/13 – Liability Limit \$1,000,000**



# **EXHIBIT C**

## ANNUAL VEHICLE INSPECTION

INSPECTION POINT

PASS FAIL

- 1 **Foot brakes** ☐ ☐
- Min. pad/shoe thickness per manufacturer \_\_\_\_\_
- Right front Measurements \_\_\_\_\_
- Left front Measurements \_\_\_\_\_
- Right rear Measurements \_\_\_\_\_
- Left rear Measurements \_\_\_\_\_
- 2 **Emergency brake (parking brake)** ☐ ☐
- 3 **Steering mechanism** ☐ ☐
- Ball joints ☐ ☐
- Tie rods ☐ ☐
- Rack & pinion ☐ ☐
- Bushings ☐ ☐
- 4 **Windshield** ☐ ☐
- Large crack ☐ ☐
- Small crack ☐ ☐
- 5 **Rear window and other glass** ☐ ☐
- 6 **Windshield wipers** ☐ ☐
- 7 **Headlights** ☐ ☐
- 8 **Tail lights** ☐ ☐

INSPECTION POINT

PASS FAIL

- 9 **Turn indicator lights** ☐ ☐
- 10 **Stop Lights** ☐ ☐
- 11 **Front seat adjustment** ☐ ☐
- 12 **Doors (open, close, lock)** ☐ ☐
- 13 **Horn** ☐ ☐
- 14 **Speedometer** ☐ ☐
- 15 **Bumpers** ☐ ☐
- 16 **Muffler and exhaust system** ☐ ☐
- 17 **Tires, incl. tread depth** ☐ ☐
- Right front [32nd's / In] \_\_\_\_\_
- Left front [32nd's / In] \_\_\_\_\_
- Right rear [32nd's / In] \_\_\_\_\_
- Left rear [32nd's / In] \_\_\_\_\_
- 18 **Interior and exterior rear view mirrors** ☐ ☐
- 19 **Safety belts for driver and passanger(s)** ☐ ☐

## VEHICLE INSPECTION

(Please circle)

PASS

FAIL

Must pass all inspection points to pass vehicle inspection

PARTNER NAME

EMAIL ADDRESS

PARTNER SIGNATURE

PARTNER PHONE NUMBER

DATE

## TO BE COMPLETED BY INSPECTOR

COMPANY

VEHICLE MILEAGE

LICENSE PLATE #

VIN#

VEHICLE MAKE

VEHICLE MODEL

VEHICLE YEAR

ADDRESS

INSPECTOR NAME

INSPECTOR SIGNATURE

INSPECTION DATE